Where there is a discrepancy between the date of actual record of a mortgage, as it appears on the record book, and the constructive record shown by the indorsement made upon the instrument when deposited, the former must prevail, unless in the case of those having notice and knowledge of the latter. *Donald v. Beals*, 57 Cal. 399. An entire copy of the mortgage need not be recorded. Enough to give the public notice with reasonable certainty of the particulars is sufficient. *Foutz v. Reggio*, 25 La. Ann. 154. There are a good many cases holding that, when the holder of an instrument leaves it with the recorder for record, it is to be regarded as recorded from that time, though not then actually recorded or recorded in the wrong book. *Farabee v. McKerrihan*, 172 Pa. 234; *Throckmorton v. Price*, 28 Tex. 605. The presumption is that an instrument is recorded when received for record. *Wing v. Hall*, 47 Vt. 182.

TORTS—LIBEL—PRIVILEGED STATEMENTS.—HOLMES v. CLISBY, 48 S. E. 934 (GA.).—*Held*, that statements published in good faith by one to protect his own interests in a matter where he is concerned, as well as to protect the interests of another, whom he represents as agent, are privileged, when the character of the publication is such as to make it reasonably necessary, under the surrounding circumstances, to accomplish the desired purpose.

This is an exception to the general rule and it is based on the ground that some apparently recognized obligation or motive may fairly be presumed to have led to the publication. *White v. Nicholls*, 3 How. 266; *Locke v. Bradstreet Co.*, 22 Fed. 771. The publisher must have a legitimate interest in the matter communicated. *Simmonds v. Duane*, Ir. Rep. 5 Com. Law 358. Those to whom the communication is made must be parties having an immediate interest in the matter. *Fresh v. Cutter*, 73 Md. 87; *Sunderlin v. Bradstreet*, 46 N. Y. 188; *contra*, *Brow v. Hathaway*, 95 Mass. 239. The publisher is not liable, if such publication is made in the interest of other parties. *Lawler v. Earle*, 87 Mass. 22. To establish a qualified privilege, the defendant must show that he believed the published statement to be true. *State v. Haskins*, 109 Iowa 656.

WILLS—PROMISE TO CONVEY PROPERTY—TRUSTEE EX MALEFICIO.—CASSELS ET AL. v. FINN, 49 S. E. 749 (GA.).—*Held*, that the failure to perform an oral promise, made by the sole heir at law of one desiring to dispose of her estate to third persons, that he will dispose of her estate as she desires, cannot make the heir at law, in case of intestacy, a trustee *ex maleficio* as to the property inherited by him, in the absence of actual fraud.

This case seems to point out a clear rule upon a point about which there appears to be much confusion, by slightly modifying the rule that when the making of a will is prevented by the promise of an heir or distributee to hold the property in trust for a particular person, he will be held a constructive trustee. *Strickland v. Aldridge*, 9 Ves. Jr. 516; *Hoge v. Hoge*, 1 Watts 213. Some courts have held that no fraud need be present. *Ransdel v. Moore*, 153 Ind. 393. Others have denied the doctrine altogether. *Moore v. Campbell*, 102 Ala. 445. Where the heir attempts to carry out the promise with a defective conveyance, equity will in some jurisdictions remedy the defects. *Browne v. Browne*, 1 Har. & I. 430. The taker has also been held as for money had and received. *Williams v. Fitch*, 18 N. Y. 546.